



ILLINOIS

NOTICE OF AWARD

ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES PRINTING DIVISION CONTRACT STANDARD TERMS AND CONDITIONS

AWARD NOTICE: THIS SERVES AS YOUR NOTICE THAT THE STATE OF ILLINOIS HAS ACCEPTED THE BID THAT YOU SUBMITTED IN RESPONSE TO THE INVITATION FOR BID REFERRED TO ABOVE, TO FURNISH THE ITEMS LISTED HEREIN, THUS ESTABLISHING A LEGAL AND BINDING CONTRACT SUBJECT TO RESOLUTION OF CONTRACT. ORDERS WILL BE PLACED BY VARIOUS STATE AGENCIES, AS SHOWN HEREIN, AND, IF APPLICABLE, LOCAL GOVERNMENTAL ENTITIES AS NEEDS ARISE. SHIPPING INSTRUCTIONS WILL BE GIVEN IN EACH ORDER.

1. RULES. THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES' STANDARD PROCUREMENT RULES, LATEST REVISION THEREOF, ARE INCORPORATED BY REFERENCE HERETO AND ARE MADE A PART OF THIS DOCUMENT AS IS FULLY SET OUT HEREIN. A COPY IS FURNISHED EACH BIDDER AT THE TIME OF HIS/HER PREQUALIFICATION AS A BIDDER AND UPON THE ISSUANCE OF ANY RULES REVISION. CONTACT THE PRINTING DIVISION IF A REPLACEMENT IS REQUIRED.
2. REFERENCES. THE PROVISIONS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THE BID ARE, BY THIS REFERENCE, MADE A PART HEREOF.
3. DELIVERY. UNLESS SPECIFIED TO THE CONTRARY HEREIN, IMMEDIATE SHIPMENT UPON VENDOR'S RECEIPT OF ORDERS(S) IS REQUIRED. NOTE: THIS DOCUMENT SERVES AS A NOTICE OF CONTRACT AWARD, AND DELIVERIES ARE TO BE MADE ONLY AFTER RECEIPT OF RELEASE ORDER(S) ISSUED BY THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES.
4. PACKING LIST. PACKING LISTS SHOWING STATE OF ILLINOIS OR OTHER GOVERNMENTAL UNIT ORDER NUMBER (S) MUST BE FURNISHED WITH EACH SHIPMENT AND THE ORDER NUMBER AND VENDOR NAME MUST BE MARKED ON THE OUTSIDE OF EACH SHIPPING CONTAINER.
5. TRANSPORTATION. UNLESS OTHERWISE SPECIFIED HEREIN, THE VENDOR MUST PAY TRANSPORTATION CHARGES.
6. BILLING. SUBMIT INVOICE TO THE AGENCY SHOWN IN THE 'BILL TO' AREA ON THE PURCHASE ORDER, RELEASE ORDER, OR ORDER FOR DELIVERY. A PROPERLY COMPLETED STATE OF ILLINOIS INVOICE VOUCHER, FORM C-13, MUST ACCOMPANY THE INVOICE IF SO REQUIRED BY THE AGENCY TO WHICH YOU ARE SUBMITTING YOUR INVOICE. THE C-13 INVOICE VOUCHER, IF REQUIRED, IS AVAILABLE FROM THE AGENCY TO WHICH BILLING IS TO BE MADE. THE STATE OF ILLINOIS PURCHASE ORDER, RELEASE ORDER, ORDER FOR DELIVERY, OR ORDER FOR RELEASE NUMBER MUST BE SHOWN ON YOUR INVOICE AND ANY ACCOMPANYING DOCUMENTATION SUCH AS A C-13 INVOICE VOUCHER. YOUR INVOICE (AND C-13 INVOICE VOUCHER IF REQUIRED) MUST AGREE IN DETAIL WITH THE VENDOR NAME AND ADDRESS AS IT APPEARS ON THE ORDER. ALL CORRESPONDENCE RELATING TO PAYMENT OF INVOICES MUST BE DIRECTED TO THE AGENCY RECEIVING THE MERCHANDISE.
7. TAXES. THE PRICE YOU BID MUST INCLUDE ALL APPLICABLE TAXES. SALES TO THE STATE OF ILLINOIS ARE GENERALLY EXEMPT FROM TAX, INCLUDING THE ILLINOIS USE AND RETAILERS OCCUPATION TAX AND FEDERAL EXCISE TAX. THE ILLINOIS TAX EXEMPTION NUMBER FOR THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES IS E-9989-0046-01. FEDERAL TAX EXEMPTION CERTIFICATES ARE AVAILABLE UPON REQUEST.

IF ANY TAXES ARE INCLUDED IN THE PRICE THAT SHOULD NOT HAVE BEEN INCLUDED, THEY MUST BE REFUNDED TO THE STATE IN ACCORDANCE WITH INSTRUCTIONS FROM THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES. ALL TAXES THAT ARE INCLUDED IN THE PRICE MUST BE SEPARATELY IDENTIFIED UPON REQUEST.

8. FEDERAL TAX EXEMPTION CERTIFICATE. THE UNDERSIGNED INDIVIDUAL CERTIFIES THAT HE/SHE IS A PROCUREMENT OFFICER OF THE STATE OF ILLINOIS, AND IS AUTHORIZED TO EXECUTE THIS CERTIFICATE, AND THE ARTICLE(S) SPECIFIED IN THE ACCOMPANYING ORDER OR ON THE REVERSE SIDE HEREOF, ARE PURCHASED FROM THE VENDOR SHOWN ON THE FIRST PAGE OF THIS DOCUMENT FOR THE EXCLUSIVE USE OF THE STATE OF ILLINOIS.

IT IS UNDERSTOOD THAT THE EXEMPTION FROM TAX IN THE CASE OF SALES OF ARTICLES UNDER THIS EXEMPTION CERTIFICATE TO THE STATE OF ILLINOIS IS LIMITED TO SALE OF ARTICLES PURCHASED FOR ITS EXCLUSIVE USE, AND IT IS AGREED THAT IF ARTICLES PURCHASED TAX FREE UNDER THIS EXEMPTION CERTIFICATE ARE USED OTHERWISE OR ARE SOLD TO EMPLOYEES OR OTHERS, SUCH FACT WILL BE REPORTED BY THE UNDERSIGNED INDIVIDUAL TO THE MANUFACTURER OF THE ARTICLE(S) COVERED BY THIS CERTIFICATE.

9. RENEWAL CLAUSE. UPON MUTUAL AGREEMENT OF THE PARTIES, THIS CONTRACT MAY BE RENEWED FOR A PERIOD NOT TO EXCEED THE TIME PERIOD OF THE ORIGINAL CONTRACT PROVIDED THE SAME TERMS AND CONDITIONS ARE ACCEPTED. A TERM CONTRACT CHANGE CONFIRMING RENEWAL OF THIS CONTRACT WILL BE ISSUED.

10. RETENTION OF RECORDS. VENDOR SHALL MAINTAIN, FOR A MINIMUM OF FIVE YEARS AFTER COMPLETION OF THE CONTRACT, ADEQUATE BOOKS, RECORDS, AND SUPPORTING DOCUMENTS TO VERIFY THE AMOUNTS, RECIPIENTS, AND USES OF ALL CONTRACTS; THAT THE CONTRACT AND ALL BOOKS, RECORDS, AND SUPPORTING DOCUMENTS RELATED TO THE CONTRACT SHALL BE AVAILABLE FOR REVIEW AND AUDIT BY THE AUDITOR GENERAL; AND THAT THE CONTRACTOR AGREES TO COOPERATE FULLY WITH ANY AUDIT CONDUCTED BY THE AUDITOR GENERAL AND TO PROVIDE FULL ACCESS TO ALL RELEVANT MATERIALS. FAILURE TO MAINTAIN THE BOOKS, RECORDS, AND SUPPORTING DOCUMENTS REQUIRED BY THIS SECTION SHALL ESTABLISH A PRESUMPTION IN FAVOR OF THE STATE FOR THE RECOVERY OF ANY FUNDS PAID BY THE STATE UNDER THE CONTRACT FOR WHICH ADEQUATE BOOKS, RECORDS, AND SUPPORTING DOCUMENTATION ARE NOT AVAILABLE TO SUPPORT THEIR PURPORTED DISBURSEMENT.

11. CERTIFICATIONS ON FILE.

12. FUNDING. OBLIGATIONS OF THE STATE SHALL CEASE WITHOUT PENALTY OR FURTHER PAYMENT BEING REQUIRED IF, IN ANY FISCAL YEAR, THE ILLINOIS GENERAL ASSEMBLY OR FEDERAL FUNDING SOURCE FAILS TO APPROPRIATE OR OTHERWISE MAKE AVAILABLE FUNDS FOR THIS CONTRACT. THE STATE WILL, HOWEVER, USE ITS BEST EFFORTS TO SECURE FUNDING FOR THIS CONTRACT.

13. SIGNATURE. CONTRACTING AGENCY AND VENDOR SIGNATURE ON FILE.